

**SERIAL 07039 RFP INFORMATION TECHNOLOGY HARDWARE SUPPORT AND MAINTENANCE**

**DATE OF LAST REVISION: May 26, 2011**

**CONTRACT END DATE: MAY 31, 2012**

**CONTRACT PERIOD THROUGH MAY 31, 2012 ~~2011~~**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for: **INFORMATION TECHNOLOGY HARDWARE SUPPORT  
AND MAINTENANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 21, 2008 (Eff. 06/01/08)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

BW/mdm  
Attach

Copy to: Materials Management  
Kevin Westover, Superior Court  
**Barry Thiem, MCSO**

(Please remove Serial 01042-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

SERIAL 07039-RFP

This Contract is entered into this 21<sup>st</sup> day of May, 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and SENTINEL TECHNOLOGIES, INC., an Arizona corporation ("Contractor") for the purchase of Information Technology Hardware Support and Maintenance services.

### 1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1<sup>st</sup> day of June, 2008 and ending the 31<sup>st</sup> day of May, ~~2012~~ 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.
- 2.3 INVOICES AND PAYMENTS:
  - 2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**
    - 2.3.1.1 Company name, address and contact
    - 2.3.1.2 County bill-to name and contact information
    - 2.3.1.3 Contract Serial Number
    - 2.3.1.4 County purchase order number
    - 2.3.1.5 Invoice number and date
    - 2.3.1.6 Payment terms
    - 2.3.1.7 Date of service or delivery
    - 2.3.1.8 Quantity (number of days or weeks)
    - 2.3.1.9 Contract Item number(s)
    - 2.3.1.10 Description of Purchase (product or services)
    - 2.3.1.11 Pricing per unit of purchase
    - 2.3.1.12 Extended price

- 2.3.1.13 Mileage w/rate (if applicable)
- 2.3.1.14 Arrival and completion time (if applicable)
- 2.3.1.15 Total Amount Due

**Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

#### 4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

**4.2.1 Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**4.2.2 Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**4.2.3 Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**4.2.4 Certificates of Insurance.**

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.3 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a MasterCard Procurement Card, to place and make payment for orders under the Contract.

**4.5 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

Sentinel Technologies, Inc.  
1241 W. Warner Rd. Suite 112  
Tempe, AZ. 85284  
Attn: Brad Faubion, GM

**4.6 REQUIREMENTS CONTRACT:**

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.6.3 Contractor agrees to accept oral cancellation of purchase orders.

**4.7 PRICE ADJUSTMENTS:**

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

**4.8 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**4.9 TERMINATION FOR DEFAULT:**

4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to

A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.11 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.12 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.13 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**4.14 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.16 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.17 ALTERNATIVE DISPUTE RESOLUTION:**

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and

those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**4.18 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.19 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.20 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**4.21 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**4.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

**4.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain**



Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 4.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**4.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

- 4.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 4.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**4.24 CONTRACTOR LICENSE REQUIREMENT:**

- 4.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

James G. Emmel

AUTHORIZED SIGNATURE

JAMES G. EMMEL COO

PRINTED NAME AND TITLE

2550 WARRENVILLE RD DOWNERS GROVE  
ADDRESS ILL 60515

5-15-08

DATE

MARICOPA COUNTY

BY:

DIRECTOR, MATERIALS MANAGEMENT

DATE

BY:

Robert K. Knecht  
CHAIRMAN, BOARD OF SUPERVISORS

JUN 06 2008

DATE

ATTESTED:

Janet McCarty  
CLERK OF THE BOARD 052108

JUN 06 2008

DATE

APPROVED AS TO FORM:

Chris Smith  
DEPUTY MARICOPA COUNTY ATTORNEY

5/28/8  
DATE

## EXHIBIT A PRICING

SERIAL 07039-RFP

PRICING SHEET: NIGP CODE 9204704

BIDDER NAME:	<u>Sentinel Technologies</u>
VENDOR # :	<u>W000001864 X</u>
BIDDER ADDRESS:	<u>1241 W. Warner Rd., Suite 112 Tempe Arizona 85284</u>
P.O. ADDRESS:	<u>2550 Warrenville Rd., Downers Grove Illinois 60515</u>
BIDDER PHONE #:	<u>480-820-7141</u>
BIDDER FAX #:	<u>480-820-7275</u>
COMPANY WEB SITE:	<u><a href="http://www.sentinel.com">www.sentinel.com</a></u>
COMPANY CONTACT (REP):	<u>Joshua Haselhorst - Senior Account Executive</u>
E-MAIL ADDRESS (REP):	<u><a href="mailto:jhaselho@sentinel.com">jhaselho@sentinel.com</a></u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ X YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ X YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ X YES ☐ NO  1 %  
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ X YES ☐ NO  3 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ X YES ☐ NO

PAYKMENT TERMS: 2% 30 DAYS NET 31 BF\_\_

### 1.0 PRICING: **ADDITIONAL HOURLY SERVICES**

**Zone Designation is determined from Maricopa County Admin 301 W. Jefferson - Phoenix, AZ 85003**

**ZONE 1 (0-10 Miles)**

**ZONE 2 (11-25 Miles)**

**ZONE 3 (26-40 Miles)**

**Zone 4 (41-60 Miles)**

**Vendors are to provide a Fully Burdened Rate (To include All Travel Time)**

#### 1.1 **PC LAN TECHNICIAN - ON SITE SUPPORT - HOURLY**

1.1.1	<b>ZONE 1 (0-10 Miles)</b>	<u>\$55.00</u>	per/Hr
1.1.2	<b>ZONE 2 (11-25 Miles)</b>	<u>\$55.00</u>	per/Hr
1.1.3	<b>ZONE 3 (26-40 Miles)</b>	<u>\$55.00</u>	per/Hr
1.1.4	<b>ZONE 4 (41-60 Miles)</b>	<u>\$55.00</u>	per/Hr

**Monthly Maintenance Per System Price**  
(Full Maintenance)

**EQUIPMENT TYPE**

**Hourly Time &**

**Out of Warranty Equipment**

**2 Hour Response**

**4 Hour Response**

**Next Day  
Response**

**Materials  
Maintenance\***

**DESKTOPS PC's**

Pentium III (1GHz) CLASS	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
Pentium IV (1.3, 1.4 GHz) CLASS	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
Pentium IV (1.5 1.7 GHz) CLASS	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL OPTIPLEX GX110 (P3 733-1000Mhz)	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL OPTIPLEX GX260 (P4 Desktop)	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL OPTIPLEX GX270 (P4-2.26GHZ)	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL OPTIPLEX GX280 (P4)	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL PRECISION 220	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL PRECISION 410	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL PRECISION 530	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr
DELL PRECISION 650	\$__6.75__	\$__5.00__	\$__5.00__	\$_55.00_/Hr

**Hourly Time &**

**Materials  
Maintenance\***

**BUNDLED W/ MONITOR PRICING**

**2 Hour Response**

**4 Hour Response**

**Next Day  
Response**

Increaser - Price should reflect add-on price to bundle a monitor (per class below) to a Desktop.

w/ 15" CRT Color Monitor	\$_included_	\$_included_	\$_included_	\$_55.00_/Hr
w/ 15-17" Flat Panel LCD Color Monitor	\$__2.00__	\$__1.50__	\$__1.50__	\$_55.00_/Hr
w/ 18-20" Flat Panel LCD Monitor	\$__4.00__	\$__3.00__	\$__3.00__	\$_55.00_/Hr

\*Indicate your hourly time and materials rate for service on an as needed basis

Cost Plus percentage for materials: \_\_\_\_\_**13.00**\_\_\_\_\_% over cost

**Monthly Maintenance Per System Price**

(Full Maintenance)

<b>Out of Warranty Equipment</b>	<b><u>2 Hour Response</u></b>	<b><u>4 Hour Response</u></b>	<b><u>Next Day Response</u></b>	<b><u>Materials Maintenance*</u></b>
<b><u>SERVERS</u></b>				
Compaq/HP Proliant DL320 (P3)	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant DL360 G3	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant DL360 G4	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant DL370	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant DL380	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant 2500	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
HP Proliant ML350 (P3)	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
HP Proliant ML370 (P3)	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant ML380	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant ML530 (P3)	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
Compaq/HP Proliant ML570 (P3)	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 1650 P3	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
<b>Eff. 10/01/10</b>				
<b>DELL PowerEdge 1850</b>	<b>\$ 81.00</b>	<b>\$ 55.00</b>	<b>\$ 40.00</b>	<b>\$ 85.00 /Hr</b>
DELL PowerEdge 1950	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 2400	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 2450	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 2600	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 2650	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 2950	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 4300	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 4400	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 6300	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 6350	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 6450	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 6650	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr
DELL PowerEdge 8450	\$ 81.00	\$ 55.00	\$ 40.00	\$ 85.00 /Hr

\*Indicate your hourly time and materials rate for service on an as needed basis

Cost Plus percentage for materials: \_\_\_\_\_**13.00**\_\_\_\_\_% over cost

**Monthly Maintenance Per System Price**  
(Full Maintenance)

**EQUIPMENT TYPE**

<b>Out of Warranty Equipment</b>	<b><u>2 Hour Response</u></b>	<b><u>4 Hour Response</u></b>	<b><u>Next Day Response</u></b>	<b><u>Hourly Time &amp; Materials Maintenance*</u></b>
<b><u>LAPTOPS</u></b>				
DELL Inspiron 8100	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
DELL Inspiron 9300	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
DELL Latitude 100L	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
DELL Latitude 800	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
DELL Latitude 810	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
DELL Latitude D510	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
DELL Latitude D520	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
IBM TP T30	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
IBM TP T40	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
IBM TP 42P	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
IBM TP 43P	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
IBM TP 60P	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
IBM TP 61P	\$__22.95__	\$__17.00__	\$__17.00__	\$_65.00_/Hr
FUJITSU B3020	\$__27.00__	\$__20.00__	\$__20.00__	\$_65.00_/Hr
FUJITSU B6110D	\$__27.00__	\$__20.00__	\$__20.00__	\$_65.00_/Hr
FUJITSU B-6210	\$__27.00__	\$__20.00__	\$__20.00__	\$_65.00_/Hr
FUJITSU T-2010	\$__27.00__	\$__20.00__	\$__20.00__	\$_65.00_/Hr
Panasonic TB CF19	\$__27.00__	\$__20.00__	\$__20.00__	\$_65.00_/Hr
Panasonic TB CF29	\$__27.00__	\$__20.00__	\$__20.00__	\$_65.00_/Hr
Panasonic TB CF7	\$__27.00__	\$__20.00__	\$__20.00__	\$_65.00_/Hr

\*Indicate your hourly time and materials rate for service on an as needed basis

Cost Plus percentage for materials: \_\_\_\_**13.00**\_\_\_\_% over cost

## Monthly Maintenance Per System Price

(Full Maintenance)

### Out of Warranty Peripherals

Out of Warranty Equipment	<u>2 Hour Response</u>	<u>4 Hour Response</u>	<u>Next Day Response</u>	<u>Hourly Time &amp; Materials Maintenance*</u>
<b><u>PERIPHERAL DEVICES</u></b>				
HP Digital Sender 8100C Series	\$ _67.50 _	\$ _50.00 _	\$ _50.00 _	\$ _65.00_/Hr
HP Digital Sender 9100C Series	\$ _67.50 _	\$ _50.00 _	\$ _50.00 _	\$ _65.00_/Hr
HP Digital Sender 9200C Series	\$ _67.50 _	\$ _50.00 _	\$ _50.00 _	\$ _65.00_/Hr
HP Digital Sender 9250C Series	\$ _67.50 _	\$ _50.00 _	\$ _50.00 _	\$ _65.00_/Hr
<b>Eff. 09-2-08</b> <del>Zebra Z6M Printer</del>	<del>\$ _54.00 _</del>	<del>\$ _40.00 _</del>	<del>\$ _35.00 _</del>	<del>\$ _65.00_/Hr</del>
SAMSUNG 243 24" LCD Monitor	\$ _47.25 _	\$ _35.00 _	\$ _25.00 _	\$ _65.00_/Hr
15" CRT Color Monitor	\$ _1.50 _	\$ _1.00 _	\$ _1.00 _	\$ _55.00_/Hr
15-17" Flat Panel LCD Color Monitor	\$ _3.50 _	\$ _2.50 _	\$ _2.50 _	\$ _55.00_/Hr
18-20" Flat Panel LCD Monitor	\$ _5.50 _	\$ _4.00 _	\$ _4.00 _	\$ _55.00_/Hr

\*Indicate your hourly time and materials rate for service on an as needed basis

Cost Plus percentage for materials: \_\_\_\_\_**13.00**\_\_\_\_\_ % over cost

## EXHIBIT B

### 1.0 **INTENT**

To provide distributed maintenance support services on various Information Technology Hardware distributed throughout Maricopa County. Hardware is to include Desktop Computers, Laptop Computers, Servers, SAN's, and miscellaneous peripheral hardware (Not to include Printers) not currently supported by internal resources.

Maricopa County has an estimated 12,000 PC's, 1,000 file servers and a large quantity of miscellaneous peripheral devices. A large quantity of this Hardware is currently either supported by internal resources and/or Manufacturer Warranty/Service Packs. However, 3<sup>rd</sup> party resources are required to support that hardware that is not eligible or practical for internal or manufacturer support.

### 2.0 **SCOPE OF WORK:**

Service Provider shall perform maintenance, warranty services, installation, assembly, set-up, testing and delivery of desktop and laptop computers, peripherals, and other equipment in accordance with one of the following methods:

#### 2.1 PERIOD OF MAINTENANCE SERVICE:

The period of service under this agreement shall be per the awarded pricing schedules and as selected by the County Department. This period, designated the Principal Period of Maintenance (PPM), may be changed by the County upon 30 days of notice. In addition, the County may select an optional period of maintenance via a PPM upgrade or, at the hourly rates set forth in this agreement upon 30 days notice. If the County requests maintenance outside the selected Principal Period of Maintenance, it shall be provided at the hourly rates set forth in this agreement, and shall be called Time and Materials On-Call Maintenance. If the County places a maintenance call within the Principal Period of Maintenance, the contractor shall exercise continuous effort to restore the machine(s) to good operating condition per escalation language without additional costs.

**Charges for maintenance outside the Principal Period of Maintenance shall be subject to the written approval of the maintenance services by a designated representative of the Department.**

#### 2.1.1 PREVENTIVE MAINTENANCE:

**Within 30 days of placing equipment under maintenance**, the contractor will provide the County in writing a statement of the number of hours of system time required for preventive maintenance.

A preventive maintenance schedule will be selected by the County and furnished to the contractor in writing. The County Department may develop this schedule after consultation with equipment manufacturer and the maintenance vendor. If equipment manufacturer's preferred and documented PM schedule differs from the maintenance vendor recommendations the County Department will select the schedule to be followed and the maintenance vendor will honor the determined schedule per the specifications of this contract. This schedule may be changed upon 30 days notice. No additional charges are applicable to preventive maintenance (PM). PM to be scheduled during off-peak hours, as determined by department.

2.1.1.1 Contractor shall perform routine preventive maintenance service by making such adjustments, repairs, and replacement of such parts as may be required to maintain the equipment operating as per the manufacturer's specifications. Contractor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the Contract charge has been made herein.



- 2.1.1.2 Maintenance service includes scheduled preventive maintenance (PM) based upon specific needs of individual machines as determined by the manufacturer and unscheduled on-call remedial maintenance. The maintenance services shall also include any, adjustments, replacement of parts and labor.
- 2.1.1.3 Preventative Maintenance service shall consist of all labor and replacement parts necessary to repair the equipment to standard operating conditions.
- 2.1.1.4 Service Provider to perform as often as may be required within the maintenance period specified at designated Maricopa County facilities located within the boundaries of Maricopa County.
- 2.1.1.5 Service coverage period will be five (5) days per week, from 6:00 a.m. through 6:00 p.m. at all Maricopa County locations, Monday through Friday, except Maricopa County recognized holidays. Applicable charges will be applicable only if service is requested on days that are considered Holidays by Maricopa County.
- 2.1.1.6 Service Provider service response time: Service Provider shall verbally notify the Customer and make an attempt to service the failing equipment within the response time requirements specified by the Response Time Criteria (Section 2.4) after receiving verbal or written request. Unless otherwise specified by the requester, all equipment shall be operational within the Response Time Criteria timeframe assigned to the equipment.
- 2.1.1.7 Response time will commence when Service Provider receives the service request, per approved methods from an authorized Maricopa County contact. Maricopa County has the option of auditing service provider invoices to ensure timely response times.

## **2.2 TIME AND MATERIAL ON-CALL MAINTENANCE**

- 2.2.1 Time and Material services will be provided as requested by a County Department and upon issuance of a Blanket Purchase Order. Departments electing not to receive Annual Preventative Maintenance Service may receive as needed Time and Material repair services.
- 2.2.2 Time and material maintenance is defined as Service Provider performing maintenance and warranty services, installation, deinstallation, reinstallation, relocation, software and hardware upgrades, assembly, set-up, testing and delivery of personal computers/peripherals at Maricopa County sites located within the boundaries of Maricopa on an as required (per call) basis.
- 2.2.3 Contractor shall provide a quote prior to commencement of work. The requesting department shall approve cost prior to repair being done.
- 2.2.4 Contractor's service technician must bring appropriate replacement parts to the site. Time and Materials services shall be paid for at contracted hourly rates, replacement parts and a one-time trip charge. If the appropriate replacement parts are not available at the first visit, subsequent travel time shall not be charged.
- 2.2.5 Parts shall be billed to Maricopa County, at Service Provider's cost plus the percentage specified in the contract with evidence of Service Provider's cost attached to time and materials invoice or upon request of the Maricopa County contract manager. Maricopa County has the option of auditing the service provider's records at Maricopa County's discretion.
- 2.2.6 Response time will commence when Service Provider receives the service request, per approved methods from an authorized Maricopa County contact. Service Provider will be responsible to complete installs, upgrades, and repairs within "the Response time Criteria

timeframe assigned to the equipment. Maricopa County has the option of auditing service provider invoices to ensure timely response times.

- 2.2.6.1 Time and material response time shall consist of the following option (unless otherwise agreed to in writing between Contractor and County agency/dept.)

NEXT DAY Response time Designation:

Contract end-user within Four (4) working hours arrive and diagnose the equipment within eight (8) working hours.

Have equipment operational within forty-eight (48) hours.

### Time And Material Estimations

*Sentinel will prepare, review and distribute to all personnel associated with the Maricopa Service Program a price sheet containing hardware and labor rates for a wide array of potential services. In this way pricing estimates may be provided to The County prior to actually performing work.*

*Sentinel ensures correct pricing estimates via a simple method of extrapolating from our lengthy experience in the providing high quality service to our customers. Each line item equates to a given task. A request may be covered by a single line item or a combination of line items. Each task is assigned a maximum duration. Labor charges are then calculated for the individual task. Also included is component pricing for all common parts. A technician or other resource for which pricing is requested merely identifies all the respective tasks and associated hardware components. The sum of individual charges provides the County with an accurate and guaranteed fixed price estimate for the requested service.*

*It is anticipated that there will be occurrences where the pricing sheet may not contain the specific line items necessary to provide a quote. In such cases the Sentinel resource will escalate the request for pricing to the appropriate level of management*

## 2.3 GENERAL MAINTENANCE SERVICE REQUIREMENTS

- 2.3.1 All maintenance shall be performed by qualified maintenance engineers, totally familiar with all of the equipment installed at the County site. **THE CONTRACTOR WILL NOT SUBCONTRACT OR PERMIT ANYONE OTHER THAN CONTRACTOR PERSONNEL TO PERFORM ANY OF THE WORK, SERVICES OR OTHER PERFORMANCE REQUIRED OF THE CONTRACTOR UNDER THIS CONTRACT WITHOUT PRIOR WRITTEN CONSENT OF THE COUNTY.**
- 2.3.2 Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of the contractor. Only new standard O.E.M. parts or parts of equal quality shall be used in effecting repairs. The vendor shall be prepared to submit certification of quality accompanying any rebuilt part. Re-manufactured or re-furnished parts will only be used with prior approval by the Maricopa County using department/agency. **Replacement parts must be warranted for the duration of (1) one year from the date of service performed, during which period defective parts installed by the contractor will be replaced at no additional charge.**
- 2.3.3 The equipment covered under the resulting contract is located throughout the Maricopa County and locations may change during the course of the contract.
- 2.3.4 Service provider shall provide contracted services during County business hours, five (5) days a week, from 6:00 a.m. through 6:00 p.m., Monday - Friday, at all County locations.
- 2.3.5 Service Provider will perform and maintain all warranty service under the terms of the equipment manufacturers' or Service Providers' warranties, whichever is greater.

- 2.3.6 Service Provider will provide all maintenance and diagnostics tools, installation, de-installation, reinstallation, relocation, hardware upgrades, assembly, set-up, testing and delivery described herein. Service Provider is responsible for providing own transportation for delivery requirements.
- 2.3.7 Service Provider agrees that maintenance includes all actions to diagnose, restore to manufacturers' and Maricopa County specification level and correct product malfunctions after failure to its original capability.

**Operations Run Book**

*Sentinel will develop an "Operations Run Book" that details the operational responsibilities as defined within the maintenance contract. Further, escalation and other pertinent information will also be included. Each resource assigned to Maricopa either as primary or secondary, will be fully oriented with the Maricopa Run Book. Sentinel will provide copies of the Run Book to Maricopa if so desired.*

*Sentinel provides its engineering/technical resources with comprehensive training programs targeted at manufacturers/accredited certifications. Each resource is provided with a unique training program according to his/her career path within Sentinel. Furthermore, Sentinel tailors these training programs to specific customer environments if the resource is allocated for a significant length of time.*

*In our efforts to comply with the ISO 9002 Standard, processes and procedures have been documented in all areas of the business. Some of the critical procedures that have been documented to ensure we meet our customer's requirements include:*

<i>Alert Procedures</i>	<i>Call Escalation Process</i>
<i>Audit Process</i>	<i>Tracking Customer Equipment</i>
<i>Diagnostics Control</i>	<i>Ensure CEs Have Access and Utilize Current Diagnostics</i>
<i>Education Process</i>	<i>Ensure Employees Stay Current with the Industry</i>
<i>Subcontract Process</i>	<i>Ensuring Close Partnership with our Subcontractors</i>
<i>Dispatching Process</i>	<i>Handling of all Break/Fix and Help Desk Calls</i>
<i>Calibration Process</i>	<i>Ensure Equipment Calibration Meets Industry Standards</i>
<i>Preventive Maintenance</i>	<i>Controlled Process for Equipment PMs</i>
<i>Installation/Deinstallation</i>	<i>Controlled, Scheduled Changes and Upgrades</i>
<i>Staging Process</i>	<i>Controlled Environment for Equipment Staging</i>
<i>Bench Repair Process</i>	<i>Documentation on Repair Standards and Procedures</i>
<i>Vendor Certification</i>	<i>Quality Control of Supplying Vendors</i>
<i>ESD Precautions</i>	<i>Ensuring Control Against Static Discharge Problems</i>

**Departmental Reviews**

*Sentinel encourages and organizes problem and change management meetings with our Customers. In major accounts, such as Maricopa County, Sentinel schedules/attends these on a monthly basis (frequency of meeting may be adjusted to the preference of Maricopa County personnel). Sentinel personnel present at these meetings include Sentinel's Customer Engineer(s), Territory Coordinator and Field Manager. The purpose of these meetings is to ensure communication between our Customers and Sentinel management.*

*At these problem and change management meetings, the normal agenda is to first review any hardware or software related outages since the last meeting. Then Sentinel will communicate any problem issues we feel need to be addressed, as well as, to answer any questions/concerns from our Customer's operations staff. Sentinel will also become involved in any planning for upcoming hardware changes. Additionally, Sentinel will provide Maricopa County with reports relating to the goal achievement standards defined by Maricopa County.*

Customer Feedback - Sentinel's Quality Counts Initiative

*An integral part of its quality assurance is Sentinel's Quality Counts Initiative. This is an electronic Service Call Evaluation program designed to provide Sentinel with the customer feedback that is critical to ultimate customer satisfaction.*

*On the next page is the process that Sentinel has implemented to be sure that the surveys are initiated with our customers and that the information gathered is evaluated and acted upon. This Evaluation consists of Sentinel's InfoSEnTer Customer Service Representatives sending the user(s) an electronic survey card by email upon completion of the service call. Upon completing the survey the user simply returns the survey by email to Sentinel's InfoSEnTer. The results of this survey are used to evaluate the existing service plan, service levels and competency of the on-site technicians.*

2.4 ADDITION/DELETION OF MACHINES OR EQUIPMENT:

- 2.4.1 Individual machines may be withdrawn from or added to a purchase order upon 30 days of notice to the contractor with proper adjustment of the monthly maintenance charges for the machine(s) deleted or added. Should the County acquire a machine from a third party, the contractor agrees to perform an inspection of the machine prior to installation and shall indicate whether or not the machine is acceptable for maintenance, and if not acceptable, the deficiencies that must be corrected to be acceptable. This inspection shall be at no charge.
- 2.4.2 If the third party machine is acceptable and is installed and operating ninety-six (96%) percent of the time for 30 days, it shall be accepted for maintenance under the terms of this contract. If the machine differs from installed equipment in manufacturer or model number, then the monthly contract maintenance price for that machine shall be mutually agreed to and be made a part of the contract. During the 30 days grace period a time and materials rate will apply.
- 2.4.3 The contractor shall notify the County in writing of any individual hardware products that can not in the Contractor's opinion be properly serviced due to excessive wear, deterioration, unavailability of parts, and documentation so these products may be withdrawn from service upon 30 days prior notice.

2.5 RESPONSE TIME:

- 2.5.1 **THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH A DESIGNATED POINT OF CONTACT/CONTRACT MANAGER WHO IS LOCATED WITHIN 25 MILES OF THE MARICOPA COUNTY ADMINISTRATION BUILDING, (301 W. JEFFERSON ST, PHOENIX, AZ) AND MAKE ARRANGEMENTS TO ENABLE THEIR MAINTENANCE REPRESENTATIVES TO RECEIVE REQUESTS FOR MAINTENANCE SERVICE. THE DESIGNATED POINT OF CONTACT SHALL SERVE AS THE COUNTY'S SINGLE POINT OF CONTACT BETWEEN THE COUNTY AND THE AWARDED SERVICE PROVIDER.**
- 2.5.2 The contractor will respond to all requests for maintenance on equipment covered by this contract. **THE RESPONSE TIME SHALL BE MEASURED FROM THE TIME THE COUNTY FIRST PLACED A CALL TO THE CONTRACTOR'S MAINTENANCE SERVICE AND ENDS WHEN THE MAINTENANCE REPRESENTATIVE ARRIVES ON SITE READY TO PERFORM REQUIRED SERVICE.** The contractor agrees that the response time standard is reasonable and shall meet this standard.
- 2.5.3 PC and Peripheral Response Time will consist of the following options (measured from the time the initial service call was made):

- 2.5.3.1 TWO-HOUR (2 Hour) Response Time Designation:  
Contact end-user within one (1) working hour  
Arrive & diagnose the equipment within two (2) working hours  
Have equipment operational within eight (8) hours
- 2.5.3.2 FOUR-HOUR (4 Hour) Response Time Designation:  
Contact end-user within two (2) working hours  
Arrive & diagnose the equipment within four (4) working hours  
Have equipment operational within twenty-four (24) hours
- 2.5.3.3 NEXT DAY Response Time Designation:  
Contact end-user within four (4) working hours  
Arrive & diagnose the equipment within eight (8) working hours  
Have equipment operational within forty-eight (48) hours
- 2.5.4 FILE SERVER Response Time will consist of the following (measured from the time the initial service call was made and will vary based on the level/type of call, i.e. Emergency, Urgent, Serious or Normal):
  - 2.5.4.1 TWO-HOUR (2 Hour) Response Time Designation  
Contact end-user within one (1) working hours  
Arrive & diagnose the equipment within one (2) working hours  
Have equipment operational within eight (8) hours
  - 2.5.4.2 FOUR-HOUR (4 Hour) Response Time Designation:  
Contact end-user within two (2) working hour  
Arrive & diagnose the equipment within four (4) working hours  
Have equipment operational within twenty-four (24) hours
  - 2.5.4.3 NEXT DAY Response Time Designation:  
Contact end-user within four (4) working hours  
Arrive & diagnose the equipment within eight (8) working hours  
Have equipment operational within forty-eight (48) hours
- 2.5.5 CRITICAL NATURE HARDWARE  
Any Hardware that is classified by a department/agency as Business Critical may be placed on a separate Critical Response maintenance agreement and added to the subsequent contract.  
The terms of this agreement shall contain mutually amenable terms, conditions and rates specific to the applicable equipment as deemed necessary by the user and contractor to provide adequate support of mission critical business applications.
- 2.5.6 Non-compliance with the assigned response time criteria for any service call will be considered a failure. Each failure will be recorded by the contracting Maricopa County department or responsible individual and the service provider. All failures will be reviewed by the County's contract manager and the service provider to evaluate the service provider's performance. All failures will negatively impact the service provider's annual performance evaluation, unless other arrangements were made by the contracting parties (requester and service provider) for a specific service call.
- 2.5.7 Calls should not be closed out for any reason other than full resolution of issue or customer cancellation. The vendor call tracking system must be able to take into consideration part wait times. A call should not be closed and then reopened when a part arrives. Part shortages cannot be used as a reason for not meeting response time requirements. Vendors should note part issues in the call logs and document part wait times.

***Sentinel Computer Services' Customer Service Center CSC is located at our Corporate Headquarter in Downers Grove, Illinois. Sentinel's CSC is staffed 24 hours a day, 365***

*days a year by Sentinel employees who are also shareholders of the Company. Sentinel's Customer Service Representatives (CSR) average five (5) years experience with Sentinel and understand the criticality of your business. Sentinel provides its Customers with a 1-800 call number for the placement of service calls. Sentinel's Cisco IP Call Center System utilizes Automatic Call Distribution (ACD) to facilitate the quickest and most effective routing of service calls to the first available Customer Service Representative. This minimizes the average Customer wait time on the phone to fifteen (15) seconds or less.*

*Sentinel's Customer Service System is the cornerstone from which all field activity revolves around and is a vital source of information about our most valuable asset – our Customers. Sentinel has made significant investments to ensure the viability of this Customer Service System. The Customer Service System runs under a fully duplicated configuration of Sun Microsystems CPU's. The data gathered from Customer Service is mirrored, thus in the event of hardware failure, the workload is automatically shifted to the back-up System; resulting in no loss of data. Also, all service calls are logged on a back-up printer as they occur. Additionally, a full data back-up is performed nightly with the tapes being stored off-site. Both the Sun and Cisco IP Call Center System are also backed up by a UPS System and gas generator that will provide emergency power. In the event of a disaster, Sentinel has a "hot site" located in Hinsdale, Illinois configured with a PBX System and Sun CPU that could be fully operational in one hour or less.*

*Sentinel agrees that the response time standard is reasonable and shall meet these standards. PC Response Time will consist of the following options (measured from the time the initial service call was made). Sentinel will provide service to Maricopa County within the service levels specified below.*

*Note: When a call is placed for a Server Sentinel's CSR will inquire as to the severity of the failure. Severities are defined as:*

- Emergency – a mission critical server is inoperable and has major impact*
- Urgent – a production server is affected and business is severely degraded*
- Serious – a server is down and the business has reduced capability*
- Normal – some devices on a server are down, impact is nominal*

*Sentinel's approach to response time management is designed to notify and alert Sentinel resources under (or within) the above stated contractual response times. The following practices apply regardless of service level or contractual/time and material status.*

#### *Initial Customer Contact*

*A Maricopa County end-user places a problem report or service request with the CSC. The end-user will be prompted for pertinent information as previously stated. This information triggers record population and thus provides the Sentinel CSC with the appropriate service level response. The end-user is informed of the estimated time of arrival, which is based upon the service level applicable to that device.*

*The CSR will then make the assignment based upon pre-determined areas of responsibilities. Once the assignment is made the system will automatically page the respective resource. If the resource does not call back into the CSC with an acknowledgement of receipt within ten (10) minutes, the system will automatically re-page the resource and issue a page to the Operations Coordinator. It is then the responsibility of the Operations Coordinator to ensure that the end-user is contacted within the appropriate service level metric.*

Arrival On-Site

*Sentinel resources are required to call into the CSC upon arrival on-site. If the Sentinel resource has not called into the CSC to confirm arrival at 50% of the specified arrival service level the system will automatically page the assigned resource and the Operations Coordinator. The Operations Coordinator is responsible for ensuring adherence to the service level either by confirming that the engineer/technician is in route and will arrive within the service level or re-direct a secondary resource of equal or surpassing skill set. For the purpose of this contract Sentinel will place several engineers/technician on-site at various locations in a dedicated fashion. Those Sentinel resources activated as primary support personnel will be equipped with Nextel two-way radio devices.*

Resolution

*As with Arrival, Sentinel resources are required to call into the CSC and update the problem report with a diagnosis and resolution. If the Sentinel resource has not called into the CSC to confirm resolution or to provide acceptable status within 50% of the specified resolution service level the system will automatically page the Operations Coordinator. The Operations Coordinator is responsible for ensuring adherence to the service level and in conjunction with the on-site engineer/technician determines the appropriate course of action including additional resources. It is at this time that the Operations Coordinator will determine if loaner equipment is necessary and will begin the preparation thereof as an alternate path to restore operability.*

Escalation Matrices

*Sentinel's Problem Escalation Procedures are directly related to Response Time Management (Section 1.9 – Response Time Plan) as outlined previously in this response. Overall escalation and response time management is divided into three (3) areas:*

- *Automated Internal Escalation*
- *Management Discretionary Escalation*
- *Maricopa External Escalation*

*Automated Internal Escalation and Management Discretionary Escalation are Sentinel's own internal practices instituted to manage response times and to minimize if not eliminate the need for Maricopa External Escalation. As stated above, Sentinel's Response Time Management plan is discussed in more detail in Section 1.9 of this response.*

*In the event that a Maricopa External Escalation becomes necessary, the following tenets and procedures are proposed.*

*Sentinel provides five (5) levels of escalation to Maricopa County. Escalation proceeds from Level 1 through Level 5. Each level of escalation raises an issue to the next level of management. Bypassing escalation levels by end-users will be recorded and reported to the appropriate level of Maricopa Departmental, Agency, or Contract Management. These levels are defined as follows.*

- *Level 1 Territory Ops Coordinator*
- *Level 2 Maricopa Account Manger*
- *Level 3 Phx. Sales Manager*
- *Level 4 General Manager – Phx*
- *Level 5 Service Dispatch Center*

*Each piece of equipment covered under a maintenance agreement is recorded in Sentinel's Maintenance Database. When a Maricopa County end-user calls into Sentinel Customer Service Center (CSC), that user will be advised as to the service level contracted for the reported device. Each service level is defined in terms of three primary checkpoints:*

- *End-User Contact*
- *Arrival On-Site*
- *Resolution*

*Each checkpoint corresponds to a specific timeframe within the contracted service level. See Section 1.9 – Response Time Plan to review these definitions. If Sentinel's internal Response Time Management practices have failed to properly escalate an issue under the contractual response time (and thus have provided information to both the Maricopa Help Desk and the reporting end-user) and the contractual service level for any of the three checkpoints have been reached, the Maricopa End-User/Help Desk should escalate to Sentinel using the following procedure.*

- *Determine the appropriate level of escalation.*
- *Contact Sentinel's Customer Service Center (CSC) at 1-800-860-8102.*
- *Request escalation to the appropriate level.*

*The CSC will then page the appropriate level of management.*

- *If no response is made directly to the Maricopa end-user within ten (10) minutes of the request for escalation the Maricopa end-user will then escalate to the next level.*
- *For each ten (10) minutes interval where the Maricopa end-user is not contacted the level of escalation is increased finally ending with the Vice President/General Manager level.*

*It is the intent of Sentinel to provide all Maricopa County Agencies/Departments with escalation procedures and service levels specifically contracted for their respective equipment.*

#### **Call Tracking System**

*Sentinel's Customer Service Center (CSC) is located at our Corporate Headquarters in Downers Grove, Illinois. Sentinel's CSC is staffed 24 hours a day, 365 days a year by Sentinel employees who are also shareholders of the Company. Sentinel's Customer Service Representatives (CSRs) average 5 years experience with Sentinel and understand the critical nature of efficient and expedient handling of service calls.*

*Sentinel provides its Customers with a 1-800 number for the placement of service calls. Sentinel's Cisco IP Contact Center system utilizes Automatic Call Distribution (ACD) to facilitate the quickest and most effective routing of service calls to the first available CSR. This minimizes the average Customer wait time on the phone to fifteen (15) seconds or less.*

*Sentinel's Customer Service System (CSS) is the cornerstone from which all field activity is managed and is a vital source of information for tracking events and trend analysis. Sentinel has made significant investments to ensure the viability of the Customer Service System. The CSS operates under a fully redundant SUN multi-server configuration. All data is mirrored. In the event of a hardware or system*



*failure the workload is automatically shifted to the back-up system resulting in no loss of data. Also, service calls are logged on a system printer as they occur providing hard copy retrieval if necessary. Full data back up is performed nightly with tapes being stored off-site. Both the SUN and ROLM systems are backed up by UPS and a gas generator providing redundant emergency power sources. In the event of a disaster, Sentinel has a "hot site" located in Hinsdale, Illinois that can be fully stationed and operational within one hour or less.*

*Sentinel's CSS automatically tracks all equipment covered under a Sentinel Maintenance agreement by manufacturer, machine type and serial number. The data is processed into a historical record for each account or sub-account in the case of departmental tracking. The information collected is an important tool for proactive service. Sentinel utilizes this data to detect potential problem trends, calculate system availability, analyze staffing levels, response times, call back times, repair times, repeat calls, and many other factors essential to providing the highest level of service. The data is also used to maintain Sentinel's own Symptom/Resolution database that is used as a supplement to the OEM's.*

2.6 RESTORATION OF MACHINES TO OPERATING CONDITION:

Upon return of a machine or the system after completion of a service call, the contractor warrants the machine and system to be in good operating condition. Should the same failure occur again or the same machine fail again, for any reason, within a 24 hour period, it will be treated as the original service request and the intervening return to service by the contractor will be used to accumulate total down time.

2.7 SECURITY CLEARANCE:

All Service Provider staff assigned to Maricopa County, including back-up staff, will submit to a background check and receive clearance from the Sheriff's Office prior to assignment to Maricopa County.

2.7.1 Service Provider will notify Maricopa County immediately in the event of:

2.7.1.1 The dismissal and/or termination of an employee assigned to Maricopa County prior to completion of a stated job.

2.7.1.2 A felony or misdemeanor conviction for any employee assigned to service any Maricopa County equipment.

2.8 ACCESS TO MACHINES:

The County agrees to provide the contractor access to its machines as required for services under this agreement. The contractor agrees to provide due care and diligence to ensure that (1) no destruction of data in files or records within the installation occurs as a result of any act, intentional or otherwise by any representative of the contractor, and (2) the contractor's representative will not record, copy or remove any software or hardware (including parts) not belonging to the contractor.

The contractor also agrees to (1) provide a list of all field engineering personnel by name, that will service the equipment under this contract and (2) provide each employee with a photo I.D. card to be used as identification for access to the County's facilities. Should data or hardware destruction be diagnosed as necessary by the vendor, the vendor must get written permission from the agency prior to taking action. Disposal of hard drives and/or other storage devices is strictly prohibited without prior approval of the department/agency.

2.9 SPARE PARTS AVAILABILITY:

The contractor shall maintain a local spare parts inventory of 95% minimum for each contracting agency to allow proper maintenance of equipment and to meet the effectiveness standards under this contract. The County reserves the right to inspect vendor parts inventory.

Central distribution centers are acceptable to help meet this percentage standard if OVERNIGHT DELIVERY is provided and does not result in the equipment being down more time than designated in the response time criteria. If special arrangements with other 3rd party suppliers are necessary to meet the parts standard it is the responsibility of the vendor. The vendor is to review any spare part stock request made by any department and either agree to stock parts as requested or respond in writing why the spare part stock will not be maintained. No contracting agency listed shall experience less than a 95% on hand stock rate on any parts specific to that contracting agencies operations.

If the contractor does not stock a part, the contractor must have written agreements with another vendor per the arrangements outlined above available for inspection as well.

Parts shortages or unavailability cannot be used as a reason to close out a call and reopen when the part arrives.

The County can ask for a complete accounting of parts in inventory (local versus remote).

*Sentinel has a Purchasing Department comprised of eight (8) individuals whose responsibilities will include procuring the necessary parts and supplies required after receipt of the bid award and during the maintenance process. It is Sentinel's goal to have 95% of all required parts for Maricopa County stocked and available locally. The on-site depot facility will be targeted at having 95% of required parts for Maricopa County.*

*Sentinel Technologies operates a local facility that houses Sentinel's Western Regional Parts Distribution Center (WRPDC). A pool of equipment loaners, hot spare servers, replacement parts, tools and test equipment would comprise Sentinel's local parts inventory. All parts and equipment are tracked by Sentinel's computerized parts system. Sentinel's parts tracking system establishes minimum/maximum parts levels based upon historical parts usage with the account. At minimum levels, parts are automatically reordered by Sentinel's system and delivered to the site. Critical parts can also be designated by the system as such, and will automatically be reordered as they are used. Sentinel's parts system eliminates the need for time consuming parts tracking by the on-site technician(s), and will ensure that all on-site inventories are kept current.*

*Sentinel maintains a constant inventory of over two million parts at other facilities that will be available for overnight delivery if needed. Sentinel's Purchasing Department procures parts on-line from Ingram, Merisel, Tech Data, ComDisco, El Camino, IBM, Compaq and various OEM's ensuring next day parts availability in an out of stock situation. Additionally, Sentinel has over 3500 different parts vendors that may be utilized in the procurement process.*

*Sentinel several vehicles that can be utilized to deliver parts from our facility to Maricopa sites. Therefore, any non-critical part out of stock if ordered before 3:00pm would arrive at approximately 8:30 AM the following morning.*

*In an emergency situation, Sentinel has open-ended parts agreements and lines of credit with IBM's, DPSL, ComDisco, EL Camino and many leasing companies and suppliers. These parts resources are available to Sentinel 24 hours per day, seven days per week. Typically, any emergency ordered from ComDisco, El Camino or other sources are available and delivered to the site within 2 hours or less.*

*Sentinel's Customer Service System automatically tracks all Equipment under a Sentinel Maintenance Agreement by manufacturer, machine type and/or serial number. The data*

*gathered by Sentinel's Dispatch System is processed into a historical record for each account or department and each piece of Equipment under Contract for a period of six (6) months.*

*The information collected by our Customer Service Center is an important decision-making tool for both Sentinel and our Customers. Sentinel utilizes Customer Service Center data to*

*determine any possible Equipment problem trends occurring, to calculate system availability, to analyze field staffing levels, response times, call back times, repair*

*time, repeat calls and many other factors essential to providing our Customers with the highest level of service available. Customer Service Center data is also used to maintain Sentinel's own Symptom/Fix database which is used as a Supplement to the OEM's.*

*Sentinel can provide its Customers with information from Customer Service Data regarding their Equipment history and Sentinel's performance. This information includes, but is not limited to, reports regarding service call volume, response types, serial numbers, mean/averages, shifts, specific Customer Engineers, weekends, holidays, etc.*

**2.10 INTERFACE WITH OTHER MANUFACTURERS EQUIPMENT:**

The County shall have the right to connect the quoted equipment to any other equipment including peripheral equipment, terminal devices, communications equipment or other computers or devices which may interface in some way with the quoted equipment.

The County may notify the contractor prior to any such connection and if the contractor shall deem it necessary or desirable for proper maintenance of equipment, the contractor shall observe and/or participate in the interconnection, and supply any interface devices required as described in published contractor manuals at published prices.

**2.11 GUARANTEE:**

All work performed and hardware/parts provided under the terms of this contract shall be warranted for a one (1) year period from date of Final Acceptance by the County. The warranty shall include all parts, labor, preventative maintenance and emergency service requirements for 8 hours a day, 5 days a week. If the vendor's standard warranty is less than 12 months, the additional cost and services to meet this one year period shall be made part of this proposal.

The bidder agrees that, regardless of statements to the contrary, the bidder has not disclaimed either the warranty of merchantability or the warranty of fitness for a particular purpose and agrees to replace promptly, without cost of any nature to the County, during the period of 12 months from date of acceptance by the County any and all parts failing excepting those parts that may fail as a result of accident, fire, Acts of God, or negligence on the part of the AFISC operating personnel. ("Promptly" in this case is defined to mean within four {4} hours from time of demand.) Included shall be all parts, labor, service and travel.

Vendors offering increased guarantees or service agreements exceeding that cited within this bid are encouraged to include these as part of their submittal.

**2.12 VENDOR QUALIFICATIONS:**

Contracted vendor will be required to maintain staffing that at minimum meets the following qualifications.

- 2.12.1 A minimum of Five (5) years of PC maintenance service experience is required for the PC Maintenance Services and PC Equipment Upgrade/Installation Services.

- 2.12.2 A minimum of Five (5) years of LAN/Server maintenance service experience is required for the LAN/Server Maintenance and LAN/Server Upgrade/Installation Services.
- 2.12.3 Every technician and certified engineer assigned to Maricopa County will have a minimum of one (1) year's experience with equipment similar to the type he/she will be servicing.
- 2.12.4 Have a local office in the greater Phoenix metropolitan area and meet the Spare Parts availability requirements set forth in Section 2.10.
- 2.12.5 Service Provider shall be capable of providing Microsoft Certified System Engineer (Windows **2000, Windows XP, VISTA**) support for the networked PCs and LAN interface upgrades including hardware and software.
- 2.12.6 A minimum of **(2)** DELL Technicians must be certified (where certification is required by the manufacturer) by the equipment manufacturer or through an approved training/certification program so as not to void manufacturers' warranties.
- 2.12.7 A minimum of **(2)** HP Technicians must be certified (where certification is required by the manufacturer) by the equipment manufacturer or through an approved training/certification program so as not to void manufacturers' warranties.
- 2.12.8 A minimum of **(2)** IBM/LENOVO Technicians must be certified (where certification is required by the manufacturer) by the equipment manufacturer or through an approved training/certification program so as not to void manufacturers' warranties.

EXHIBIT C

**MASTER SERVICES AGREEMENT**

This Agreement is made by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and MARICOPA COUNTY (Customer) with principal offices at 301 W. Jefferson St., Phoenix, Arizona 85212.

Effective Date June 1, 2008

Agreement No. 07039-RFP

In consideration of the mutual promises described herein and for other good and valuable consideration, the parties hereby agree as follows:

1. **SERVICES**

Contractor agrees to provide qualified personnel to perform, for Customer, under Customer's direction, consulting services of the type and within the scope stated in 07039-RFP, as said, 07039-RFP may from time to time be modified by mutual written agreement of the parties. Such services are hereinafter referred to as "Services" and will be provided and performed under and subject to the terms and conditions of 07039-RFP and this Agreement. In the event of a conflict between the provisions of 07039-RFP and the provisions of this Agreement, the provisions of 07039-RFP will prevail.

2. **RATE OF PAYMENT FOR SERVICES**

Customer agrees to pay Contractor for Services and Expenses in accordance with the billing schedule contained in the attached 07039-RFP Exhibit A - Pricing, including any overtime rates set forth therein.

3. **ADDITIONAL WORK**

After receipt of a Project Change Order or verbal direction by Customer which adds or changes the Services, Contractor may, at its discretion, take reasonable actions and make reasonable expenditures based on such order or Customer direction. Customer acknowledges such changes may affect the Project Scope and/or Schedule and Customer agrees to pay and reimburse Contractor for such action and expenditure on the same basis set forth in this Agreement for payments and reimbursements related to the Services.

4. **EMPLOYEES**

- a. Customer acknowledges that Contractor has invested substantial time, effort and resources in the development and training of its employees, to enable them to provide the level of support and installation skills and services called for in this Agreement. Accordingly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, Contractor reserves the right to charge and Customer agrees to pay Contractor an amount equal to the affected employee's annual salary as paid by Contractor prior to hiring, if Customer hires, or retains in any capacity other than as an employee of Contractor, any employee of Contractor for each employee of Contractor so hired or retained.
- b. Contractor acknowledges that Customer has invested substantial time, effort and resources in the development and training of its employees, to enable them to provide the level of support and installation skills and services called for in this Agreement. Accordingly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, Customer reserves the right to charge and Contractor agrees to pay Customer an amount equal to the affected employee's annual salary as paid by Customer prior to hiring, if Contractor hires, or retains in any capacity other than as an employee of Customer, any employee of Customer for each employee of Customer so hired or retained.
- c. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation,

including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel. Upon receipt of written notice by Contractor that an employee of Contractor is not suitable to Customer, Contractor shall remove such employee from the performance of Services and replace such employee with another qualified individual within a reasonable period of time.

5. **CONFIDENTIAL INFORMATION**

In connection with the performance of work hereunder, it may be necessary for Customer to disclose to Contractor certain information, which is considered to be confidential and proprietary to Customer. Contractor agrees that, for a period of two (2) years from the date of disclosure, it will maintain the confidentiality of all such information which is clearly identified as confidential at the time of first disclosure to Contractor by using the same degree of care that Contractor takes to hold in confidence its own proprietary information of a similar nature. Contractor shall not, however, be required to keep confidential any information which is or becomes publicly available without fault on the part of Contractor, is already in Contractor's possession prior to receipt from Customer, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall also require each of the employees, whom it provides to perform Services for Customer, to also agree in writing to similarly maintain the confidentiality of Customer's information.

6. **WARRANTY**

Contractor represents and warrants that each Project Scope shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Project Scope prevailing at the time. Further, Contractor represents and warrants that each Project Scope shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the Products sold under this agreement and Contractor makes no warranties whatsoever with regard to Products.

7. **LIMITATION OF REMEDY**

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND INCLUDING LIABILITY FOR NEGLIGENCE WITH RESPECT TO SUPPORT SERVICES FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCES BY CONTRACTOR UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO (I) THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY THE CONTRACTOR, OR (II) REFUND OF ALL AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC PORTION OF THE PROJECT WHEREIN THE DAMAGES OCCURRED UP TO THE TOTAL AMOUNT PAID FOR THE PROJECT, WHICHEVER REMEDY MAY BE CHOSEN BY CUSTOMER AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation of liability will not apply to claims for personal injury or damage to real property and/or tangible personal property caused by Contractor's negligence.

8. **GENERAL PROVISIONS**

- a. Customer. Customer represents that it has the authority to enter into this Agreement.
- b. Contractor. Contractor retains the right to subcontract any support service described herein to subcontractor(s) of Contractor's choosing, provided that such subcontractor(s), shall possess the technical qualifications to perform service and is approved in advance by the Customer.

- c. Attorney's Fees. In any action to enforce this Agreement, consistent with Arizona law the prevailing party shall be entitled to recover all taxable costs and expenses and reasonable attorney's fees in addition to any other relief to which it may be entitled.
- d. Severability. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- e. Assignment. Neither party may assign or transfer this Agreement or any of the other rights or obligations under this Agreement, without the prior written consent of the party desiring to assign it's rights. Any attempted assignment or transfer without such consent shall be null and void.
- f. Waiver or Delay. A waiver of any default, hereunder, or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- g. Notices. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to the Contractor and Customer representative designated below, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile (FAX), (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage pre-paid, by first class or certified mail.  
  
For Customer, Name and Address: Maricopa County  
301 W. Jefferson St.  
Phoenix, AZ. 85003  
  
For Contractor, Name and Address: Sentinel Technologies, Inc.  
2550 Warrenville Road  
Downers Grove, IL 60515
- h. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections under Indemnity, Confidentiality, Survival of Obligations, Rights of Materials and Taxes shall survive the expiration of this Agreement.
- i. Governing Law. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Arizona, excluding its conflict of law rules. The parties agree that the Arizona Superior Court in and for Maricopa County, and the United States District Court for the District of Arizona, sitting in Maricopa County, Arizona, shall be the sole and exclusive venues for any action, suit or proceeding arising out of or related to this agreement, including without limitation any such action, suit or proceeding regarding the enforceability, performance, failure to perform, breach, termination or any other matter arising under or related to this Agreement. By executing this Agreement, Customer waives any right to object that either of those courts are not the proper venue for any such action, suit, or proceeding, and waives any right to object that those courts do not have or cannot properly exercise personal jurisdiction over Customer.
- j. Taxes. Unless otherwise stated, Contractor's prices do not include sales, use, excise, value added, occupational or similar taxes. In addition to the prices set out in 07039-RFP Exhibit A - Pricing, the amount of any present or future sales, use, excise, value added, occupational or similar tax applicable to the Services provided hereunder shall be paid by Customer or, in lieu thereof, Customer shall provide Contractor a tax exemption certificate acceptable to the taxing authorities.

9. **RIGHTS OF MATERIALS**

Customer shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Customer under this Agreement. Such deliverables shall be owned by Customer for its own internal use. Contractor does not convey nor does Customer obtain any right in materials proprietary to Contractor

which Contractor may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement except as otherwise agreed upon in writing by the parties. Contractor shall be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how and techniques related to Contractor's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this section.

10. **POSSESSION AFTER TERMINATION OF AGREEMENT**

No later than five (5) days after the termination of this Agreement for any reason, Customer shall return to Contractor any and all of Contractor's equipment located on Customer's property and used in connection with providing the support services. Contractor may physically take possession of any such equipment not delivered to Contractor after the expiration of such five (5) day period. Customer hereby authorizes Contractor and its agents to enter onto any location at which any such equipment is located for purposes of taking possession thereof.



**SENTINEL TECHNOLOGIES INC., 1241 W. WARNER ROAD SUITE 112, TEMPE, AZ 85284**

PRICING SHEET: NIGP CODE 9204704

Terms:	2% 30 Days Net 31
Vendor Number:	W000001864 X
Telephone Number:	480/897-5959
Fax Number:	480/820-7275
Contact Person:	Brad Faubion
E-mail Address:	<a href="mailto:bfaubion@sentinel.com">bfaubion@sentinel.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>May 31, 2012</b> <del>2011</del> .